

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 2 (Page 1 of 2)

DATE

MAY 17 2012

TO LEASE NO.
GS-11B-02324

ADDRESS OF PREMISES: 625 Indiana Avenue, NW
Washington, DC 20004

THIS AGREEMENT, made and entered into this date by and between **GPT Properties Trust**
whose address is: Two Newton Place
255 Washington Street, Suite 300
Newton, MA 02458-1634

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to expand the existing premises.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon award, as follows:

1. This Supplemental Lease Agreement (SLA) is issued to acquire 14,963 ANSI/BOMA Rentable Square Feet (BRSF) yielding 13,011 ANSI/BOMA Office Area Square Feet (ABOA) of additional space on the 6th floor of the above referenced building as set forth on the attached floor plan (Attachment No. 1). Upon completion of the Tenant Improvements and acceptance of this space as substantially complete the total amount of space shall increase to 60,323 BRSF (52,454 ABOA).
2. The expansion space term shall be coterminous with the term of the existing premises expiring on October 31, 2020.
3. The annual rental rate for the expansion space shall be \$740,065.68. Upon acceptance of the expansion space as substantially complete the new annual rent for the entire leased premises shall increase by \$740,065.68, from \$2,212,209.29 to \$2,952,274.97, payable at a rate of 246,022.91 per month in arrears. Rent for a lesser period shall be prorated. The CPI adjustment effective 11/1/2011, is included in the per annum rental rates for the entire leased premises.
4. The annual rent for the expansion space includes a tenant improvement allowance of \$208,176.00 (13,011 x \$16.00 ABOA) amortized at 0%. Accordingly, the total tenant improvement allowance under this lease is increased to \$997,036.00 (39,443 x \$20.00 ABOA + 13,011 x \$16.00 ABOA) to which the mark-ups in Section 6 (d) of the SF-2 dated, September 12, 2011 shall apply. In the event the total cost of tenant improvements for the leased premises is greater or less than the total tenant improvement allowance, then the rent shall be adjusted accordingly. Tenant improvements financed by the Lessor above the total tenant improvement allowance and up to \$42.08 ABOA shall be amortized at ten percent (10%) annual interest. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.

(Continued on next page)

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: GPT Properties Trust

BY David M. Lepore
(Signature)

David M. Lepore
Senior Vice President
(Printed Name and Title)

IN THE PRESENCE OF (witnessed by:)

Elizabeth Bunnham
(Signature)

Two Newton Place
255 Washington Street
Suite 300
Newton, MA 02458
(Address)

UNITED STATES OF AMERICA

BY Joel T. Bercley
(Signature)


Contracting Officer, Lease Executions Division

(Official Title)

5. On the Expansion Space Rent Commencement Date, the base for operating cost adjustments, pursuant to Paragraph 4.3 (Operating Costs) of the SFO, shall be increased by \$152,358.81, from \$461,961.94 to \$614,320.75. The revised base will be used to calculate the CPI adjustments, effective November 1st annually, in accordance with the original terms of the SFO.
6. On the Expansion Space Rent Commencement Date, the Government's percentage of occupancy for purposes of tax adjustments shall be increased by 9.04% (14,963 BRSF ÷ 165,439 BRSF), from 27.42% (45,360 BRSF ÷ 165,439 BRSF) to 36.46% ((14,963 BRSF + 45,360 BRSF) ÷ 165,439 BRSF). In accordance with Paragraph 4.2 of the SFO (Tax Adjustment), all tax adjustments shall be calculated utilizing the revised percentage of occupancy.
7. The expense associated with all architectural & engineering drawings will be borne by the Government.
8. The Lessor shall build out the expansion space in accordance with the attached plan (Attachment No. 1) and the requirements set forth in the SFO, subject to the final construction documents and the following Paragraph 9.
9. The attached Construction Schedule (Attachment No. 2) shall govern the Design and Construction of the space and determine the rent commencement date; however, Lessor will not be responsible for the delivery of long lead items, including, but not limited to: the server room, Judge's chambers/office, bathrooms or any tenant voice, data and/or security. The Lessor shall immediately identify any additional long lead items that cannot be installed within the durations set forth in the attached construction schedule to ensure that the Government and Lessor can determine the most efficient course of action. The Government will not hold up the acceptance of the tenant improvements as substantially complete and payment for such due to the Lessor's inability to complete the areas affected by agreed upon long lead items within the construction schedule.
10. The Lease shall govern all Lessor and Government responsibilities with regards to Design and Construction of the expansion space.
11. The General Contractor will be selected based on competitive bids for overhead, profit and general conditions associated with the tenant improvements and brought on early to facilitate the design and build out of the space. The Lessor will bid out the tenant improvements to at least three (3) subcontractors in each of the major disciplines (i.e. carpentry, mechanical, electrical and drywall).
12. All other terms and conditions of the Lease shall remain in full force and effect.

The following are attached and made part hereof:

1. Attachment 1 – Floor Plan
2. Attachment 2 – Construction Schedule

Lessor  Government 